

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY
U.S. PUBLIC HEALTH SERVICE
AND
THE U.S. DEPARTMENT OF DEFENSE
ON
THE DEVELOPMENT OF TOXICOLOGICAL PROFILES FOR
HAZARDOUS SUBSTANCES
AND
PUBLIC HEALTH ASSESSMENTS AND RELATED ACTIVITIES
AT DOD FACILITIES

1. PURPOSE

1.1. This Memorandum of Understanding (MOU) delineates the respective responsibilities of the Agency for Toxic Substances and Disease Registry (ATSDR) and the Department of Defense (DOD), including its Components, under Section 104(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. §9604), as to the:

1.1.1. Development of toxicological profiles for unregulated hazardous substances; and

1.1.2. Conduct of public health assessments and other related health activities at DOD installations and facilities.

1.2. This MOU also describes procedures for cooperation by DOD Components such as the Army, Navy, Air Force, and independent Defense Agencies (e.g., the Defense Logistics Agency and the Civil Works Program as executed by the U.S. Army Corps of Engineers).

1.3. This agreement promotes optimum use of Federal resources in carrying out the provisions of CERCLA §§104(i), to support the Defense Environmental Restoration Program (10 U.S.C. §§2701 et seq.).

2. AUTHORITY

2.1. This agreement is made pursuant to authority of the Economy Act of 1932, as amended (31 U.S.C. §1535 and §1536) and 10 U.S.C. §2704, which requires the Secretary of Defense and the Secretary of Health and Human Services to enter into a MOU regarding the manner in which that provision shall be carried out, including the manner for transferring resources, and for the coordination of activities.

2.2. The Deputy Under Secretary of Defense for Environmental Security [DUSD(ES)] enters into this agreement on behalf of the Secretary of Defense, and has primary

responsibility within the meaning of 10 U.S.C. §2704.

3. SCOPE

3.1. This MOU is the agreement between DOD and ATSDR and provides for:

- 3.1.1. Notification of the Administrator of ATSDR by the Secretary of Defense of commonly found unregulated hazardous substances in accordance with 10 U.S.C. §2704(a);
- 3.1.2. Preparation of toxicological profiles by ATSDR, pursuant to 10 U.S.C. §2704(b);
- 3.1.3. Conduct of public health assessments, health consultations, and other health related activities by ATSDR at DOD facilities, as set forth in Section 104(i) of CERCLA, 42 U.S.C. §9604(i), and pursuant to 10 U.S.C. §2704(c). Other health-related activities may include, but are not limited to the following: surveillance, registries, health studies, and related research.

3.2. This MOU:

- 3.2.1. Details the responsibilities of each party. (Component responsibilities are detailed in Attachments B-F)
- 3.2.2. Describes the content of the toxicological profiles and public health assessments.
- 3.2.3. Identifies Components' liaison offices. (Attachment A)
- 3.2.4. Establishes a Lead Component to coordinate activities for the DOD.
- 3.2.5. Establishes procedures for ATSDR reimbursement.
- 3.2.6. Provides for specification of Annual Plans of Work (APOWs) to be agreed upon by ATSDR and DOD.
- 3.2.7. Authorizes direct communication between the DOD Components and ATSDR program officials involved in managing the public health assessment work or other work to be performed related to Component installations and facilities.

4. RESPONSIBILITY

4.1. DOD

4.1.1. With respect to public health assessments, health consultations, toxicological profiles and other related health activities, and in accordance with 10 U.S.C. §2704, the DUSD(ES) will designate and authorize a Lead Component to act on behalf of DOD.

4.1.1.1. The Lead Component will be responsible for:

4.1.1.1.1. Coordination of the execution and review of toxicological profiles prepared pursuant to this MOU.

4.1.1.1.2. Coordination with the appropriate DOD Components' liaisons, requirements for work performed by ATSDR pursuant to this MOU.

4.1.1.1.3. Execution of funding for work performed by ATSDR pursuant to this MOU.

4.1.1.2. This authority may be further delegated by the Lead Component, with concurrence by the DUSD(ES).

4.1.2. Provide ATSDR with a list of not less than 25 of the most commonly found unregulated hazardous substances at waste sites under the Secretary of Defense's jurisdiction for which DOD would like toxicological profiles.

4.1.3. The DUSD(ES) hereby:

4.1.3.1. Authorizes the DOD Components to provide copies of all relevant information and data (human health, toxicological, environmental, and operational data) concerning pollutant compounds and other appropriate support to aid ATSDR in the preparation of toxicological profiles, public health assessments, health consultations, or other health related activities.

4.1.3.2. Authorizes the DOD Components to arrange for visits and access by appropriate ATSDR personnel to DOD installations and facilities.

4.1.3.3. Authorizes the DOD Components to communicate directly between their installations and facilities and ATSDR for the purposes of data collection and dissemination. Specifically, ensure that ATSDR can obtain access to and receive appropriate site-related materials (e.g., site investigations, feasibility studies, remedial investigations) in a timely manner.

4.1.3.3.1. Authorizes the Lead Component in cooperation with the Components to jointly develop with

ATSDR, formalized procedural guidelines to include written documentation of the ATSDR public health assessment review process and the procedure for addressing the DOD Component specific written replies to ATSDR findings and recommendations, to maximize the accuracy of data exchange, provide a viable process of communication, and facilitate timely notification of ATSDR findings and identified followup activities.

4.1.3.4. Authorizes the DOD Components to request ATSDR to perform other services on an as-needed basis, subject to the limitation of funds available through the APOWs. Such activities may include, but are not limited to emergency response support (Section 104(i)(4) of CERCLA) and health education (Section 104(i)(14) of CERCLA).

4.1.3.5. Authorizes the Components to provide ATSDR with an inventory of all health and environment related data, classified and unclassified, related to the ATSDR activity being accomplished under the APOW. If data or information which ATSDR needs to receive to fulfill its functions hereunder is classified in the interest of national defense, appropriately cleared representatives of ATSDR with a need to know, will be provided access to that data or information under DOD and Department of Health and Human Services (DHHS) security procedures. DOD shall make reasonable efforts to declassify data which ATSDR determines, after the foregoing review by appropriately cleared representatives, to be necessary for carrying out its activities under this Agreement.

4.1.3.6. Authorizes the Components to make every reasonable attempt to respond in writing, within the comment periods established by ATSDR, to documents prepared by ATSDR.

4.1.3.7. In situations involving immediate threat to human health, authorizes the Components to coordinate with ATSDR to expedite the release of public health assessments or response documents.

4.2. ATSDR

4.2.1. With respect to toxicological profiles, and in accordance with 10 U.S.C. §2704, the Administrator of ATSDR or his/her designee will:

4.2.1.1. Ensure the timely preparation of toxicological profiles for hazardous substances identified by

- DOD and accepted by ATSDR according to a mutually agreed upon schedule, subject to the availability of resources from DOD.
- 4.2.1.2. Ensure, in consultation and cooperation with the DOD Components, that the toxicological profiles conform to the requirements of CERCLA §104(i)(5), 42 U.S.C. §9604(i)(5).
 - 4.2.1.3. In consultation and cooperation with the DOD Components, ensure the initiation of a program of research designed to determine the health effects and techniques for developing methods to determine such health effects of each of the substances on which a profile has been developed.
 - 4.2.1.4. Provide the DUSD(ES) and DOD Components with copies of all toxicological profiles prepared to date and with draft toxicological profiles for review and comment prior to completion. ATSDR shall:
 - 4.2.1.4.1. Fully consider all written comments provided by the DUSD(ES) and the DOD Components prior to completion of the toxicological profiles.
 - 4.2.1.4.2. Agree to all reasonable requests by DOD Components for extensions of time allowed for comment.
 - 4.2.1.4.3. Provide a written response to comments.
 - 4.2.1.4.4. Provide the DUSD(ES) and the DOD Components with a copy of all comments and responses with the final toxicological profile.
 - 4.2.2. With respect to public health assessments, health consultations, and health-related activities, ATSDR shall:
 - 4.2.2.1. Ensure the timely preparation of public health assessments and their addenda, for DOD installations and facilities on or proposed for listing on the National Priorities List (NPL) of the U.S. Environmental Protection Agency (EPA), in accordance with mandated schedules and subject to public health priorities and availability of resources.
 - 4.2.2.1.1. Public health assessments, funded by DOD, may be accomplished at non-NPL sites if determined appropriate by DOD and ATSDR.
 - 4.2.2.1.2. At non-NPL sites that are the subject of

a petition made under Section 104(i)(6)(B) of CERCLA, ATSDR will make the sole determination as to whether to conduct public health assessments.

4.2.2.2. Ensure, to the extent possible, that all relevant data for the site or facility have been received and considered by ATSDR.

4.2.2.2.1. Participate with the Lead Component in cooperation with the Components to jointly develop formalized procedural guidelines to include written documentation of the ATSDR public health assessment review process and the procedure for addressing the DOD Component specific written replies to ATSDR findings and recommendations, to maximize the accuracy of data exchange, provide a viable process of communication, and facilitate timely notification of ATSDR findings and identified followup activities.

4.2.2.3. Ensure that the public health assessments:

4.2.2.3.1. Include a preliminary assessment of the potential risk to human health posed by individual sites and facilities, based on the factors described under Section 104(i)(6)(F) of CERCLA.

4.2.2.3.2. Conform with ATSDR procedures:

4.2.2.3.2.1. ATSDR shall provide updated copies of policies and procedures used to perform services under this MOU, including the ATSDR Health Assessment Guidance Manual, to DUSD(ES) and the DOD Components.

4.2.2.3.3. Are based on existing site data and current science.

4.2.2.3.4. Conclude with:

4.2.2.3.4.1. A statement as to the public health implications of the site.

4.2.2.3.4.2. Recommendations to ensure the protection of the public health.

4.2.2.3.4.3. Identification of areas, if any, in which additional studies or public health actions are needed.

- 4.2.2.4. Provide copies of Public Health Assessments - Initial Release (and their addenda) to the appropriate designee (Attachment A), and the DOD base/installation at the time they are provided to EPA and the state for ensuring accuracy and completeness of the documents. In addition, provide Public Health Assessments - Public Comment Release to DOD and the Component on the first day the report is/are available for public comment.
- 4.2.2.4.1. ATSDR will agree to all reasonable requests by DOD Components for extensions of time beyond the standard 45 days available to review the documents for accuracy and completeness, not to exceed a total 60-day review period. However, in extremely rare events where there are unusual extenuating circumstances, the DOD Component may request in writing a waiver to this provision. The request must document the need for this extension and specifically address why the delay in releasing the public comment document is warranted. Such a waiver, if granted, by ATSDR, shall extend the comment period an additional 30 days, but no longer.
- 4.2.2.4.2. In situations involving an immediate threat to human health, ATSDR, in coordination with the DUSD(ES) and the affected DOD Component, will expedite the release of the public health assessment or the ATSDR interim response document (e.g., health advisory, health consultation, or emergency response).
- 4.2.2.5. Provide a written response to comments received during the public comment period in accordance with ATSDR policies and procedures.
- 4.2.2.6. In special instances (e.g., base closures), if DOD requests expedited public health assessments be performed on specific portions of an installation, prior to completion of the public health assessment for the entire installation or facility: Perform these expedited site-specific evaluations and make determinations and recommendations as appropriate, subject to the availability of resources, and subject to the availability of sufficient information.
- 4.2.2.7. In consultation and cooperation with the DUSD(ES) and DOD Components, ensure that any needed surveillance activities, registries, health studies, and related research are

conducted. Carry out these activities in conformance with ATSDR procedures and policies so as to further define the extent and impact of human exposures to hazardous materials in the environment on, near or emanating from DOD installations. ATSDR shall provide updated copies of policies and procedures used to decide on and perform follow-up health study activities under this MOU to the DUSD(ES) and the DOD Components.

4.2.2.8. Ensure that the public health assessments and related information are provided to the applicable DOD installation and to such other offices and organizations as may be requested by the appropriate DOD Component, as provided for in Attachments B, C, D, E, and F. To the extent possible, ensure that all relevant data for the site have been received and considered by ATSDR.

4.2.2.9. Perform other health activities that are in the best interest of both parties and funded through the APOWs. Such activities include, but are not necessarily limited to: emergency response support pursuant to CERCLA §104(i)(4), and health education pursuant to CERCLA §104(i)(14).

4.2.2.10. Promptly notify the DUSD(ES) of any petitions made to ATSDR pursuant to CERCLA §104(i)(6)(B) and provide DOD with copies of any findings made by ATSDR with respect to such petitions.

4.2.3. With respect to information disclosure, ATSDR shall give DOD access to all data relating to the activities conducted under this Agreement consistent with the Freedom of Information Act, 5 U.S.C. §552(b)(5), the DHHS implementing regulation, 45 C.F.R. Part 5 and the Privacy Act, 5 U.S.C. §552(a).

5. SECURITY CLEARANCE

5.1. The DOD Components will inform ATSDR of the security clearance requirements for work performed under this agreement and will provide all reasonable assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearances in a timely manner. Upon notification by a DOD Component of the necessary security clearances required by ATSDR personnel working under this agreement, ATSDR will take all reasonable actions to ensure that its personnel obtain the necessary clearances in a timely fashion.

6. STATUTORY COMPLIANCE

6.1. The parties to this agreement understand that this MOU, and any APOW the parties shall subsequently agree to

pursuant to this MOU, do not restrict, circumvent, or limit compliance with Section 120 of CERCLA, 42 U.S.C. §9620, relating to the application of CERCLA to Federal facilities.

7. DURATION, MODIFICATION OR TERMINATION

7.1. Duration

7.1.1 This MOU shall become effective on the date approved by both signatories. It shall remain in effective through Fiscal Year 1995, provided there is reauthorization of CERCLA, and may be extended by agreement of both parties.

7.2. Modification

7.2.1. This MOU may be modified by formal written notice from either party if there is joint agreement as evidenced by the signatures of responsible officials representing both parties. Any amendments are effective as of the date of the final signature.

7.3. Termination

7.3.1. This MOU may be terminated upon notification by either ATSDR or DOD to the other party. A minimum of ninety days advance written notice of termination is required.

8. DISPUTE RESOLUTION

8.1. The Parties to this Agreement shall make reasonable efforts to informally resolve disputes over the scope of services performed under this Agreement, technical sufficiency of reports produced and any other issue that leads to or generates a dispute. The dispute resolution process will initially include discussions between DOD and ATSDR staffs directly involved in the conduct of activities and their immediate supervisors. If resolution is not reached, the dispute may be elevated by either party to the Components' liaison officer, the Lead Component (Attachment A) and the Deputy Director, Office of Federal Programs (ATSDR). If the parties are unable to reach resolution, the dispute may be elevated to the Components' Secretariat and the ATSDR Associate Administrator for Federal Programs. If resolution is not reached, the matter may be referred by the Component, in writing, to the DUSD(ES), or may be referred by ATSDR staff to the Assistant Administrator and/or Administrator, ATSDR for resolution between DUSD(ES) and the Assistant Administrator and/or Administrator ATSDR.

9. LITIGATION

9.1. The DOD Office of General Counsel (OGC) and ATSDR OGC agree to coordinate litigation-sensitive information and actions through the Department of Justice.

10. TRANSFER OF RESOURCES AND REPORTS

10.1. Appropriations

10.1.1. The source of funds provided to ATSDR from DOD shall be the Defense Environmental Restoration Account (DERA), and the Base Closure Accounts (BCAs). In the case of the Army Civil Works program, the funding shall be from the Energy and Water Development Acts appropriations. The DUSD(ES) shall seek sufficient funding through the DOD budgetary process to carry out DOD's obligations for work conducted pursuant to this MOU. ATSDR will provide DOD with percentage figures reflecting the allocation of ATSDR effort between activities funded by DERA and those funded by BCAs, and the Army Civil Works Program, for each reporting period.

10.2. Limitations

10.2.1. The parties to this MOU expect that the work agree upon in the MOU and the APOWs will be funded. Any funding for ATSDR activities is limited to those activities which fulfill ATSDR's charter under Section 104(i) of CERCLA, 42 U.S.C. §9604(i), as directed by 10 U.S.C. §2704. Any ATSDR activities undertaken for which DOD funding, in whole or in part, is contemplated must be coordinated with the DUSD(ES), or his/her designee, in advance. During any period that sufficient funds are not available to meet obligations, the DOD will continue to pursue adequate funding from Congress until such funding becomes available. Reimbursement for work performed under this agreement, during periods when Congress has not approved a budget, will continue under continuing resolution authority if such authority has been provided by Congress. Nothing in this MOU shall be interpreted to require obligation by either party, or payment by DOD pursuant to this MOU, in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

10.3. Annual Plans of Work

10.3.1. Generally:

10.3.1.1. Specific APOWs will contain project schedule for activities (e.g., toxicological profiles, health surveillance, health consultations, public health assessments, health studies, etc., including responses to petitions received pursuant to 42 U.S.C. §9604) by ATSDR and the

DOD Components. The APOW may be on a fiscal year basis and may be amended to run for any other time period mutually agreed upon by DOD and ATSDR.

10.3.2. Annual Requirements:

10.3.2.1. In May of each year, ATSDR will submit an APOW to the DUSD(ES) describing, to the maximum extent possible, the scope of work projected by ATSDR for DOD and DOD Components for the following fiscal year. The APOW will specify the funds required by ATSDR for the conduct of work covered by this plan. Army Civil Works requirements will be separately identified. ATSDR will also provide projections of funding requirements for the following two fiscal years. Within 45 days, the DUSD(ES) will review the APOW with the DOD Components' Secretariats, relative to DOD requirements, and negotiate the scope of work that will be undertaken by ATSDR for DOD and DOD Components.

10.3.3. Amendments to the APOW:

10.3.3.1. The APOW may be amended by formal written notice from either party if there is joint agreement as evidenced by the signatures of the DOD and ATSDR or their designees. Any amendments are effective as of the date of the final signature.

10.4. Reimbursements:

10.4.1. Funding under this MOU will be issued quarterly to ATSDR. Funding will be for work as specified in the APOW. Funding will be provided for all work performed pursuant to the APOW, adjusted to correct for work previously funded but not performed.

10.4.2. DOD may transfer other resources, in lieu of service payments, to assist ATSDR in performing activities covered by this Agreement, as may be mutually agreed upon by both Parties. DOD funding for ATSDR activities is limited to those activities which fulfill ATSDR's charter under CERCLA §104(i), 42 U.S.C. §9604(i), and pursuant to 10 U.S.C. §2704. Any other ATSDR activity beyond the activities projected in the APOW for which DOD funding, in whole or in part, is contemplated, must be coordinated with DOD in advance.

10.4.2.1. Although the law, 10 U.S.C. §2704(c), allows for the transfer of DOD personnel, as may be necessary, to ATSDR for the preparation of

public health assessments, toxicological profiles, or other health-related activities, DOD does not believe that personnel transfers are appropriate at the present. DOD will address the issue of personnel transfer at a later date, if circumstances warrant.

10.5. Financial Reports

10.5.1. Within sixty (60) days after the end of each quarter of the fiscal year, ATSDR shall submit to DOD quarterly summaries of obligations made against the funds provided under the APOW. The summaries will categorize obligations by budget activity and object class, and provide separate reporting for each fund cite (e.g., Defense Environmental Restoration Account, Base Closure Account 88, Base Closure Account 90, and Army Civil Works).

10.5.1.1. Within 90 days after a Public Health Assessment "Blue Cover" or Health Study "Final Report" is published, ATSDR will provide DOD with their actual cost incurred from initiation to completion by installation affected.

10.6. Contractual Obligations:

10.6.1. If ATSDR enters into a contract for which DOD provides funding, in support of this MOU, nothing in this MOU shall be construed to create a contractual obligation between DOD and the contractor. Any contract entered into by ATSDR for which DOD provides funding shall be subject to audit by DOD.

ACCEPTED AND APPROVED FOR THE
AGENCY FOR TOXIC SUBSTANCES AND
DISEASE REGISTRY

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF DEFENSE

BY: Signed by
Walter R. Dowdle, Ph.D.
Administrator (Acting)

BY: Signed by
Sherri Wasserman Goodman
Deputy Under Secretary
of Defense (Environmental
Security)

DATE: 7-20-93

DATE: 14 JUN 1993

Attachment A

Liaison Office Level

U.S. ARMY ENVIRONMENTAL HYGIENE AGENCY
ATTENTION: HSHB-ME-SR
ABERDEEN PROVING GROUND, MARYLAND 21010-5422
21010-5422 TELEPHONE: (410) 671-2953

ASSISTANT COMMANDER FOR ENVIRONMENT, SAFETY, AND HEALTH
NAVAL FACILITIES ENGINEERING COMMAND,
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SUITE 400
170 LUKE AVE.
BOLLING AIR FORCE BASE
Washington, D.C. 20332-6188
TELEPHONE: (202) 767-1738

DEFENSE LOGISTIC AGENCY HEADQUARTERS
ATTN: DLA-CAAE, ENVIRONMENTAL AND SAFETY POLICY OFFICE
CAMERON STATION
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DEPARTMENT OF ARMY (DA) ADDENDUM

1. Public Comment

DA, through the Army Surgeon General (TSG) shall respond in writing within the public comment period established by ATSDR to draft documents prepared by ATSDR. DA shall also ensure a timely written response to ATSDR recommendations.

2. Information Disclosure

a. To enable ATSDR to carry out its activities under this MOU, DA shall provide, at the request of ATSDR, an inventory of all health and environmental related data, related to ATSDR activities being accomplished under the negotiated APOW or duly authorized modification thereto. In deciding which data to declassify, DA shall make every reasonable effort to declassify data ATSDR determines is necessary for carrying out its activities under this MOU.

b. Subject to the Freedom of Information Act (5 U.S.C. §552), DA and ATSDR representatives will consult with each other prior to decisions on the disclosure of information to the public regarding projects and programs implemented under this MOU.

3. Security Clearance Requirements

DA shall inform ATSDR of the security clearance requirements for work performed under this MOU and shall provide every possible assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearances in a timely manner. DA, through the Army Liaison, shall arrange for visits and access by appropriate ATSDR personnel to DA installations and facilities.

4. Public Health Assessments and Health Consultations

a. The installations, through TSG's representative [the Army Liaison at the U.S. Army Environmental Hygiene Agency (USAEHA)], shall ensure that ATSDR receives all relevant and available environmental and health-based information, data, and studies (e.g., toxicologic, human health outcome, and environmental) concerning each facility for which a public health assessment or health consultation is required or requested, or where ATSDR determines that related health activities are necessary. TSG (USAEHA) shall review the data prior to release to ATSDR.

b. TSG shall provide, through the USAEHA a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely manner.

c. DA, as appropriate, may provide assistance in ATSDR's

community relations activities related to the preparation or conduct of public health assessments or health consultations.

5. Related Health Activities

a. At the request of ATSDR, DA may assist in the conduct of health studies, epidemiologic studies, surveillance activities and registries, including, when necessary, environmental and biological sampling and testing.

b. TSG through the USAEHA shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely fashion.

c. The DA installations, as appropriate, should fully cooperate and provide assistance, as deemed appropriate by the installation commander, in ATSDR's community relations activities as related to the preparation or conduct of related health activities.

6. Toxicological Profiles

When DA requests the preparation of toxicological profiles by ATSDR, TSG (USAEHA) and the installation shall provide ATSDR with all relevant and available environmental and health-based information and data (toxicological, environmental, and operational) concerning the hazardous substance and other appropriate support to aid ATSDR in the preparation of toxicological profiles.

7. Emergency Response

a. When ATSDR responds to a DA request for emergency assistance, as provided for in Section 4.2.2.9., the DA on-scene coordinator (OSC) shall provide to ATSDR: the location of the event, a description of the initial situation, the time of the event, substance(s) involved, number and nature of casualties, current status, actions taken to control the situation, the appropriate communication point of contact, and a general description of what support is required from ATSDR.

b. The OSC shall provide ATSDR with copies of all "situation reports" developed by the OSC during an event, and shall provide all "after action reports" at the termination of an event.

8. Health Education

Personnel from DA may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.2.9.

9. Distribution of Documents

ATSDR shall provide copies of all public health assessments, written health consultations, reports from related health activities (e.g., pilot health effects studies), and toxicological profiles concerning DA to USAEHA, and the installation subject to the ATSDR activity.

DEPARTMENT OF NAVY (DN) ADDENDUM

1. Public Comment

DN shall respond in writing within the public comment period established by ATSDR to draft documents prepared by ATSDR. DN shall also ensure a timely written response to ATSDR recommendations.

2. Information Disclosure

a. To enable ATSDR to carry out its activities under this MOU, DN shall provide, at the request of ATSDR, an inventory of all health and environment related data, classified and unclassified, related to the health activities at issue. In deciding which data to declassify, DN shall make every reasonable effort to declassify data ATSDR determines is necessary for carrying out its activities under this MOU.

b. Subject to the Freedom of Information Act (5 U.S.C. §552), DN and ATSDR representatives will consult with each other prior to decisions on the disclosure of information to the public regarding projects and programs implemented under this MOU.

3. Security Clearance Requirements

DN shall inform ATSDR of the security clearance requirements for work performed under this MOU and shall provide every possible assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearances in a timely manner. DN shall arrange for visits and access by key ATSDR personnel to DN installations and facilities.

4. Public Health Assessments and Health Consultations

a. The installations shall ensure that ATSDR receives all relevant and available environmental and health-based information, data, and studies (e.g., toxicologic, human health outcome, and environmental) concerning each facility for which a public health assessment or health consultation is required or requested, or where ATSDR determines that related health activities are necessary.

b. DN, through the DN Liaison Officer, shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely manner.

c. DN may provide assistance in ATSDR's community relations activities related to the preparation or conduct of public health assessments or health consultations.

5. Related Health Activities

- a. At the request of ATSDR, DN may assist in the conduct of follow-up activities such as health studies, epidemiological studies...etc.
- b. DN, through the DN Liaison Officer, shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely manner.
- c. The DN may provide assistance in ATSDR's community relations activities related to the preparation or conduct of related health activities.

6. Toxicological Profiles

When DN requests the preparation of toxicological profiles by ATSDR, the DN shall provide ATSDR with all relevant and available environmental and health-based information and data (e.g., toxicological, environmental, and operational) concerning the hazardous substance and other appropriate support to aid ATSDR in the preparation of toxicological profiles.

7. Emergency Response

- a. When ATSDR responds to a DN request for emergency assistance, as provided for in Section 4.2.2.9, the DN on-scene coordinator (OSC) or his/her designee shall provide to ATSDR: the location of the event, a description of the initial situation, the time of the event, substance(s) involved, number and nature of casualties, current status, actions taken to control the situation, the appropriate communication point of contact, and a general description of what support is required from ATSDR.
- b. The OSC shall provide ATSDR with copies of all "situation reports" developed by the OSC during an event, and shall provide all "after action reports" at the termination of an event.

8. Health Education

Personnel from DN may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.2.9.

9. Distribution of Documents

ATSDR shall provide copies of all releases of public health assessments (including draft and initial releases), written health consultations, reports from related health activities (e.g., pilot health effects studies), and toxicological profiles concerning DN to the DN Liaison Officer, installation commander, commanding officer, cognizant Engineering Field Division or Engineering Field Activity, and NEHC.

ATTACHMENT D

DEPARTMENT OF THE AIR FORCE (USAF) ADDENDUM

1. Security Clearance Requirements

USAF shall inform ATSDR of the security clearance requirements for work performed under this MOU, and provide every possible assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearances in a timely manner. USAF shall authorize components to arrange for visits and access by key ATSDR personnel to USAF installations and facilities for the purpose of performing toxicological profiles, public health assessments and other related health activities.

2. Information Disclosure

a. To enable ATSDR to carry out its activities under this MOU, USAF shall provide ATSDR with an inventory of all health and environment related data, classified and unclassified, related to the health activities at issue. If data or information which ATSDR needs to receive to fulfill its functions hereunder is classified in the interest of national defense, appropriately cleared representatives of ATSDR will be provided access to that data or information under normal USAF security procedures. USAF will cooperate in arranging necessary security clearances and access for those representatives. USAF shall make reasonable effort to declassify data which ATSDR determines, after the foregoing review by appropriately cleared representatives, to be necessary for carrying out its activities under this agreement.

b. Subject to the Freedom of Information Act (5 U.S.C. §552), USAF and ATSDR representatives will consult with each other prior to decision on the disclosure of information to the public regarding projects and programs implemented under this MOU.

3. Report Replies

Replies to all ATSDR Reports shall be coordinated through the USAF Liaison Officer identified at Attachment A.

4. Public Health Assessments, Health Consultations, Toxicological Profiles and Other Related Health Activities.

a. Authorize components (i.e. major commands, installations, and facilities) to provide ATSDR with all relevant information and data (e.g., toxicological, human health, environmental, and operational data), related to each installation and facility for which a public health assessment or health consultation is required or requested, to aid in the preparation of a toxicological profile.

b. Provide ATSDR with a specific list of designated addresses

for the purpose of coordination and communications. This list will consist of an addressee from: Deputy Assistant Secretary of the Air Force (Environment, Safety, and Occupational Health) [SAF/MIQ], Headquarters Air Force Medical Operations Agency, Aerospace Medical Consultants Division (HQ USAF/SGPA), Headquarters United States Air Force, Civil Engineering, Directorate of Environmental Quality (HQ USAF/CEV), Major Command Bioenvironmental Engineer (MAJCOM/SGPB), Base or Installation Commander (Base/CC), Base or Installation Bioenvironmental Engineering (Base/SGPB), Armstrong Laboratory, Occupational and Environmental Health Directorate (AL/OE).

c. With the concurrence of the USAF Liaison Officer, personnel from USAF and its components may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.

d. At the request of ATSDR, USAF may assist in the conduct of pilot health studies, epidemiologic studies, surveillance activities, and registries, including, when necessary, environmental or biological sampling and testing.

e. USAF will provide mechanisms for direct communication with ATSDR including, as appropriate, a designated point of contact and central distribution point at each installation to assist ATSDR in receiving appropriate site-related information in a timely fashion.

f. At the request of ATSDR, USAF may provide assistance in ATSDR's community relations activities related to the preparation or conduct of related health activities.

g. ATSDR will coordinate site visits with the USAF liaison (Attachment A) and up to three other representatives designated by the USAF liaison

h. ATSDR shall provide copies of all public health assessment, written health consultations, reports from related health activities (e.g., pilot health effects studies), and toxicological profiles to the USAF liaison and up to seven other addresses as designated by the USAF liaison or alternate

5. Emergency Response

a. USAF requests for emergency assistance, as provided for in Section 4.2.2.9., will be made by the AF Liaison Office identified at Attachment A. The USAF Liaison will provide ATSDR the following: the location of the event, a description of the original situation, casualty status, the time of the event, substance(s) involved, emergency phone numbers, the name of the on-scene coordinator (OSC) who will be the communication point of contact, and a description of the requested ATSDR support.

b. The OSC will meet ATSDR at the site and provide ATSDR

with copies of the "situation reports" relevant to the event. The OSC and ATSDR will agree on the site, avenues for and coordination of communications, and develop an estimated scope of effort and schedule for ATSDR activities. In coordination with the USAF Liaison Office, the OSC and ATSDR will establish the level of ATSDR activity being requested.

c. ATSDR and the OSC will exchange reports and information generated in response to the event. Both ATSDR and the OSC will update the USAF Liaison Office after termination of the event.

6. Health Education

Personnel from USAF may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.2.9.

DEFENSE LOGISTICS AGENCY (DLA) ADDENDUM

1. Public Comment

DLA shall respond in writing within the public comment period established by ATSDR to draft documents prepared by ATSDR. DLA shall also ensure a timely written response to ATSDR recommendations.

2. Information Disclosure

a. To enable ATSDR to carry out its activities under this MOU, DLA shall provide, at the request of ATSDR, an inventory of all health and environment related data, classified and unclassified, related to the health activities at issue. In deciding which data to declassify, DLA shall make every reasonable effort to declassify data ATSDR determines is necessary for carrying out its activities under this MOU.

b. Subject to the Freedom of Information Act (5 U.S.C. §552), DLA and ATSDR representatives will consult with each other prior to decisions on the disclosure of information to the public regarding projects and programs implemented under this MOU.

3. Security Clearance Requirements

DLA shall inform ATSDR of the security clearance requirements for work performed under this MOU and shall provide every possible assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearance in a timely manner. DLA shall arrange for visits and access by appropriate ATSDR personnel to DLA installations and facilities.

4. Public Health Assessments and Health Consultations

a. The installations shall ensure that ATSDR receives all relevant and available environmental and health-based information, data, and studies (e.g., toxicologic, human health outcome, environmental, and operational) concerning each facility for which a public health assessment or health consultation is required or requested, or where ATSDR determines that related health activities are necessary.

b. DLA shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to receive appropriate related information in a timely manner.

c. DLA, as appropriate, may provide assistance in ATSDR's community relations activities related to the preparation or conduct of health assessments or health consultations.

5. Related Health Activities

a. At the request of ATSDR, DLA shall assist in the conduct of pilot health studies, epidemiologic studies, surveillance activities, and registries, including, when necessary, environmental and biological sampling and testing.

b. DLA shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely manner.

c. DLA installations, as appropriate, shall provide assistance in ATSDR's community relations activities related to the preparation or conduct of related health activities.

6. Toxicological Profiles

When DLA requests the preparation of toxicological profiles by ATSDR, DLA and the installation shall provide ATSDR all relevant and available environmental and health-based information and data (toxicological, environmental, and operational) concerning the hazardous substance and other appropriate support to aid ATSDR in the preparation of toxicological profiles.

7. Emergency Response

a. When ATSDR responds to a DLA request for emergency assistance, as provided for in Section 4.2.2.9, the DLA on-scene coordinator (OSC) shall provide to ATSDR: the location of the event, a description of the initial situation, the time of the event, substance(s) involved, number and nature of casualties, current status, actions taken to control the situation, the appropriate communication point of contact, and a general description of what support is required from ATSDR.

b. The OSC shall provide ATSDR with copies of all "situation reports" developed by the OSC during an event, and shall provide all "after action reports" at the termination of an event.

8. Health Education

Personnel from DLA and its components may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.2.9.

9. Distribution of Documents

ATSDR shall provide copies of all public health assessments, written health consultations, reports from toxicological profiles and related health activities (e.g., pilot health effects studies) concerning DLA to the DLA Liaison Office.

U.S. Army Corps of Engineers (USACE)

Civil Works Program Addendum

1. Public Comment

USACE, through the Army Surgeon General (TSG), shall respond in writing within the public comment period established by ATSDR to draft documents prepared by ATSDR. USACE shall also ensure a timely written response to ATSDR recommendations.

2. Information Disclosure

a. To enable ATSDR to carry out its activities under this MOU, USACE shall provide, at the request of ATSDR, an inventory of all health and environmental related data, related to ATSDR activity being accomplished under the negotiated APOW or duly authorized modification thereto. In deciding which data to declassify, USACE shall make every reasonable effort to declassify data ATSDR determines is necessary for carrying out its activities under this MOU.

b. Subject to the Freedom of Information Act (5 U.S.C. §552), USACE and ATSDR representatives will consult with each other prior to decisions on the disclosure of information to the public regarding projects and programs implemented under this MOU.

3. Security Clearance Requirements

USACE shall inform ATSDR of the security clearance requirements for work performed under this MOU and shall provide every possible assistance to ATSDR to ensure that ATSDR staff are able to receive appropriate security clearances in a timely manner. USACE, through USAEHA, shall arrange for visits and access by key ATSDR personnel to DA installations and facilities.

4. Public Health Assessments and Health Consultations

a. The USACE Civil Works Facilities, through TSG's representative [the U.S. Army Environmental Hygiene Agency (USAEHA)], shall ensure that ATSDR receives all relevant and available environmental and health-based information, data, and studies (e.g., toxicologic, human health outcome, and environmental) concerning each facility for which a public health assessment or health consultation is required or requested, or where ATSDR determines that related health activities are necessary. TSG (USAEHA) shall review the data prior to release to ATSDR.

b. TSG shall provide through the USAEHA a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives

appropriate site-related information in a timely manner.

c. USACE, as appropriate, may provide assistance in ATSDR's community relations activities related to the preparation or conduct of public health assessments or health consultations.

5. Related Health Activities

a. At the request of ATSDR, USACE may assist in the conduct of health studies, epidemiologic studies, surveillance activities, and registries, including, when necessary, environmental or biological sampling and testing.

b. TSG, through the USAEHA, shall provide a mechanism for direct communication with ATSDR including, as appropriate, a central distribution point to ensure that ATSDR automatically receives appropriate site-related information in a timely fashion.

c. The USACE Civil Works facilities, as appropriate, should fully cooperate and provide assistance, as deemed appropriate by the installation commander, in ATSDR's community relations activities related to the preparation or conduct of related health activities.

6. Toxicological Profiles

When USACE requests the preparation of toxicological profiles by ATSDR, TSG (USAEHA) and the facility shall provide ATSDR all relevant and available environmental and health-based information and data (toxicological, environmental, and operational) concerning the hazardous substance and other appropriate support to aid ATSDR in the preparation of toxicological profiles.

7. Emergency Response

a. When ATSDR responds to a USACE request for emergency assistance, as provided for in Section 4.2.2.9, the USACE on-scene coordinator (OSC) shall provide to ATSDR: the location of the event, a description of the initial situation, the time of the event, substance(s) involved, number and nature of casualties, current status, actions taken to control the situation, the appropriate communication point of contact, and a general description of what support is required from ATSDR.

b. The OSC shall provide ATSDR with copies of all "situation reports" developed by the OSC during an event, and shall provide all "after action reports" at the termination of an event.

8. Health Education

Personnel from USACE may collaborate and participate with ATSDR in the undertaking of programs provided for in Section 4.2.2.9.

9. Distribution of Documents

ATSDR shall provide copies of all public health assessments, written health consultations, toxicological profiles and reports from related health activities (e.g., pilot health effects studies) concerning USACE to USAEHA, and the installation affected.

10. Funding

- a. The Army Civil Works Program, administered by the Assistant Secretary of the Army (Civil Works), receives funding through annual Energy and Water Development Appropriations Acts. It is the policy of DOD that the Army Civil Works Program will be entirely funded through Energy and Water Development Act appropriations, without access to other DOD appropriations.
- b. USACE will provide funding for ATSDR activities relating to Civil Works facilities directly to USAEHA in accordance with jointly established procedures.
- c. All Civil Works program funding requirements, requests, obligations, and expenditures will be separately identified in all ATSDR, Army, and DOD correspondence, reports, and documentation.

MODIFICATION NO.1
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY
AND
THE DEPARTMENT OF DEFENSE

Section 7.2 of the Memorandum of Understanding (MOU) between the Agency for Toxic Substances and Disease Registry (ATSDR) and the Department of Defense (DOD), signed by ATSDR on July 20, 1993, and by DOD on June 14, 1993, states in part: "This MOU may be modified by formal written notice from either party if there is joint agreement as evidenced by the signatures of responsible officials representing both parties."

The purpose of this modifications to extend the project period. The project period should be extended to be effective from October 1, 1995, to September 30, 2000.

ACCEPTED AND APPROVED FOR THE
AGENCY FOR TOXIC SUBSTANCES AND
DISEASE REGISTRY

ACCEPTED AND APROVED FOR THE
DEPARTMENT OF DEFENSE

BY: Signed by
David Satcher, M.D., Ph.D.
Administrator

BY: Signed by
Gary D. Vest
Acting Deputy Under Secretary
of Defense (Environmental
Security)

DATE: 9/29/95

DATE: 9/6/95